

**THE VARIETY AND LIGHT ENTERTAINMENT COUNCIL**

**H A N D B O O K**

## VLEC HANDBOOK

### VARIETY AND LIGHT ENTERTAINMENT COUNCIL

#### INTRODUCTION

The Variety and Light Entertainment Council (VLEC) was formed in 1955 as the Variety and Allied Entertainments Council. It was not the result of government intervention, or any other regulatory authority, but was set up voluntarily by the Society of West End Theatre Managers, Theatrical Managers' Association, Association of Touring and Producing Managers, Scottish Theatrical Proprietors and Management Association, The Agents' Association Limited and the Variety Artistes' Federation, which was subsequently incorporated into the British Actors' Equity Association.

The business of variety and light entertainment is organised on totally different grounds from that of theatre. The venues are diverse, the artists often operate on a casual basis, and many agents and venues may use their own contracts.

The VLEC has full jurisdiction at any engagement where its standard contracts have been issued, be it a proprietary club, a working men's club or a public house. The VLEC also has its own constitution which sets out its objects and powers. These are as follows

- a) To secure co-operation of all persons engaged in variety and allied entertainments for the safeguarding of their mutual interests;
- b) To secure the recognition of mutual interests and obligations, to discover ways and means of settling any differences that may arise and generally to seek to bring into harmony the differing points of view;
- c) To establish and maintain the performance and observance of standard forms of contract and engagement approved by the Council;
- d) To take all such action as may properly come within the scope of any of the foregoing and for the better fulfilment thereof.

In essence, the function of the VLEC is to ensure the good order and practice of the variety and light entertainment industry, to ensure that the appropriate contract is used for every engagement and to resolve disputes, formally or informally.

In this handbook, we detail the work of the VLEC and the services it offers.

## **MEMBER ORGANISATIONS**

The VLEC has a number of member organisations. These are national bodies representing various sectors/groups within the variety and light entertainment industry. The current member organisations are:

- 1. Association of Circus Proprietors of Great Britain (ACP)**  
This is made up of a number of British based circus proprietors.
- 2. The Agents' Association (Great Britain) (EAA[GB])**  
This is made up of a number of British based entertainment agencies.
- 3. Institute for Sport, Parks and Leisure (ISPAL)**  
Formerly the Institute of Leisure and Amenity Management (ILAM) This is made up of a number of local authority leisure/theatre managers.
- 4. Licensees Unite**  
Formerly National Association of Licensed House Managers (NALHM). This is made up of a number of public house salaried managers.
- 5. Society of London Theatre (SOLT)**  
This is made up of a number of West End/London theatre managers and producers.
- 6. Theatrical management Association (TMA)**  
This is made up of a number of British based theatre managers and producers.
- 7. Equity incorporating the Variety Artistes' Federation**  
This is the trade union for professional performers in all areas of the entertainment industry.
- 8. The Musicians' Union**  
The trade union for professional musicians.

The eight organisations listed above constitute the Council and commit themselves to its objects and powers.

## **HOW THE VLEC WORKS**

The VLEC is governed by representatives appointed by the eight member organisations and meets as required to consider any matters which affect variety and light entertainment, both from within and outside the industry. The role of Chairman to preside over meetings rotates between Equity and the Management and Agent Associations.

The VLEC encourages the use of its own standard performers' contracts and there is a separate contract approved by the Agents' Association and Equity for overseas chorus dancers. There is a separate section given to these standard contracts later in this handbook. The VLEC also sets the minimum rates for the Floorshow Contract, following negotiations between Equity and the Management Associations.

The VLEC monitors the contractual arrangements of the various standard contracts and has the power to refuse to issue contracts to any organisation it feels may not fulfil its terms. The Council also has the powers to fine, suspend or cancel a registration, in the event that a member is deemed:

- a) To have acted in a manner detrimental to the interests of the Council or
- b) To have issued contracts that contravene the standard contracts approved by the Council or
- c) To have failed to implement a decision of the Council in respect of a case put before the Council.

### **STANDARD CONTRACTS OF THE VLEC**

The VLEC seeks to develop standard contracts in all areas of variety and light entertainment.

The VLEC currently approves standard contracts, namely:

- The "Act as known" Contract, for engagements in variety and light entertainment venues;
- The "Floorshow" Contract, for produced variety, cabaret or floorshow venues (excluding theatre tours and theatre seasons)
- The Circus Contract

The VLEC also recommends the use of:

- The Standard Contract for Overseas Engagements, for chorus dancers;

#### **"Act as known" Contract**

The "Act as known" contract is for individuals or groups to perform "as known" or "as seen". The contract contains such provisions as dates of the engagement, the venue(s), the number and duration of performances, the fee payable for each performance and a disputes clause.

N.B Guidelines on the phrase “Act as known” are set out in Appendix to this handbook.

### **Floorshow Contract**

The “Floorshow” contract is used for artists performing in produced variety/cabaret/floorshow venues (excluding theatre tours and theatre seasons).

This standard VLEC contract is much like the contract used for theatre engagements. There are Agreed Minimum Rates (AMR) for all financial elements and these are negotiated annually between Equity and the Management Associations. The rates are annually reviewed. There are two schedules which set out these rates and other general conditions.

The contract details are the role of the artists. However, this contract must not be used for performers engaged under “as known”. There is provision to state whether the engagement is once nightly or twice nightly, ie 8 or 12 performances respectively in a week and the venue/place of performance. There is provision for holiday pay, overtime, hours of work, understudy payments, photo calls, billing, etc., and within the Schedule other provisions apply.

### **Standard Contract for Overseas Engagements**

The Standard Contract is for artists engaged as overseas chorus dancers.

The contract provides for a minimum rate which is negotiated annually between Equity and the Agents’ Association. Similar terms to that contained to that in the “Floorshow” contract apply.

Managements must deposit with Equity a sum equal to two weeks wages, plus the artist’s return air fare. Bank guarantees are acceptable. The contract also provides for the artist to receive all food and reasonable accommodation (not more than two persons per room) for the duration of the engagement.

The contract also prohibits the artist acting as a host/hostess or partaking in “consummation”.

As with the VLEC contracts, a disputes clause exists.

**NB: ALL OF THE ABOVE CONTRACTS ARE AVAILABLE FROM THE JOINT SECRETARIES.**

## **ROLE OF JOINT SECRETARIES**

The Constitution of the VLEC allows for the appointment of two Joint Secretaries. One appointed jointly by the Managers' and Agents' Associations, the other by Equity.

The Joint Secretaries are responsible for the general administration of the Council and the day to day running of the organisation, they can be called upon to give advice to VLEC registered agents, managements and artists on all manner of issues connected with the variety and light entertainment industry. They also oversee the distribution of contracts and administer the collection of registration fees.

The Joint Secretaries are responsible for keeping the books, which are audited and presented to the Council on an annual basis.

## **DEALING WITH DISPUTES**

As mentioned in the section on contracts, the VLEC has a major role in the settling of disputes, be they breaches of contract or the interpretation of a particular clause in a contract. Clearly it is in everyone's interest to avoid lengthy and costly legal battles, and therefore, the VLEC will endeavour to resolve all types of problem.

If a dispute should occur, it should be referred to one of the VLEC Joint Secretaries, who will offer advice and guidance. Should the dispute remain unresolved, after contact/communication between the parties, either side can refer the dispute to the VLEC, under the disputes clause in the contract.

At this stage, a formal dispute meeting will be arranged and both parties invited to attend. Disputes are heard by a Panel, whose decision is binding.

The Panel is made up of the following:

- Chairman – non-voting.
- Joint Secretaries – non-voting.
- Four members, comprising two representatives of the Management and Agent Associations and two Equity representatives.

While the proceedings are fairly informal, the procedure follows that of most tribunals. That is to say, the claimant or his/her representative presents the case, and calls such witnesses as he/she wishes. The defendant or his/her representative has an opportunity to cross-examine each witness and after any cross-examination, members of the Panel can ask questions of witnesses.

The same procedure applies for the defendant. The parties may present their cases personally, through a professional representative or trade union official.

Both sides are given an opportunity to sum up their cases, and the Panel then goes into closed session to consider the case, and reach its conclusion.

Finally, it should be noted that legal costs and expenses are not awarded to the parties.

## **CONTRACT USERS**

Only those who are registered with the VLEC have the right to issue the standard contracts. Users include agents, promoters, managers and other organisations such as local authorities.

Contracts are available from either the office of Equity or The Agents' Association. All contracts are numbered so that only authorised users can issue them; this clearly protects all parties.

It is important that all the relevant details are included in the contract and that both parties are aware of the conditions therein. The VLEC does not condone users referring to the terms of the VLEC standard contracts on any other form of contract. Without the approval of the VLEC, contracts of this kind would not fall under the jurisdiction of the VLEC. If registered members have any queries surrounding the use of any standard contract, they should not hesitate to contact one of the Joint Secretaries.

## **CONCLUSION**

This handbook has sought to inform you about the services of the VLEC. Also about the important role it plays in securing the industry against conflict both from within the business and outside.

The VLEC continues to have a strong influence within the variety and light entertainment industry and will continue to expand this wherever possible. Members have an important role to play as well. Firstly, to ensure that the VLEC standard contracts are used at all times, and secondly, to seek to maintain the authority of the VLEC at every engagement. By fulfilling these two elements, the VLEC will continue to maintain its authority within the industry.

## **DISCLAIMER**

**NOTE:** *Any reference to the VLEC's constitution and contracts are summaries of the principal features thereof and should not be taken as definitive interpretations of individual clauses therein.*

**Variety & Light Entertainment Council**  
**“Act as known”**

The phrase “Act as known” is so widely used in the entertainment business, and has been the cause of so much controversy, that the VLEC felt it would be helpful to have its own understanding of the phrase set out in writing. It should be emphasised that this statement is not a legal document; it is open to any party in a dispute to disagree with the views expressed herein.

Probably a majority of acts booked on the VLEC contract are booked “as known”. The phrase implies that the management expects the artist(s) to perform his/her/their normal act. **THE OBLIGATION “TO KNOW” THE ARTIST’S USUAL ACT RESTS WITH THE MANAGER.** It is not a valid defence of a Manager to say, if he/she has “paid off” an artist whom he/she has booked “as known” that, “I thought the artist was a comic but he turned out to be a singer”, if the artist has performed his/her usual act (always provided, of course, that the Manager has not been misled as to the nature of the artist’s usual act by the artist or his/her agent). Nor should a management protest that a comic tells “blue” jokes if that is his/her usual act.

Equally, the phrase imposes obligations on the artist. If the artist, for instance, has been performing as a ventriloquist, with a little singing in his/her act, he/she cannot start performing, if he/she is booked “as known”, solely as a singer without the prior agreement of the managements to whom he/she is contracted.

Common sense dictates, however, that within any act performing “as known” there will often be some changes to an act which will not affect the basic nature of the act. Singers will not always sing the same songs, comedians will not always tell the same jokes. It would be possible, however, for a singer so radically to alter the style and content of his/her act as he/she would no longer be performing “as known”. A performer of rock music who suddenly started singing nothing but romantic ballads would clearly not be performing “as known”.